

City of Annapolis Office of the Mayor Special Projects Coordinator 160 Duke of Gloucester Street Annapolis, MD 21401-2517

FOR CITY USE ONLY				
FORM#	RZ-002-21			
EVENT DATE	4/15			
SUBMITTED	4/5/2021			
STATUS ()) miled 4/13/202			

SpecialEvents@annapolis.gov • 410-263-7996 • Fax 410-216-9284 • TDD use MD Relay or 711 • www.annapolis.gov

Special Events Application and Agreement (ONLY for Recovery/Reopening Districts during the City State of Emergency for COVID-19)

This Special Events Application and Agreement (collectively, "Appli to the City of Annapolis ("City") Special Events Coordinator only for state of emergency proposed to be held in the City ("Special Event" # by the Mayor of the City of Annapolis, to determine whethe laws and regulations and is not detrimental to the public health, safe Permit if the Special Event is approved by the City.	or any recovery/reopening zones during the COVID-19), as further described and authority by Executive Order r the Special Event is in compliance with all applicable
EVENT INFORMATION. Fill in the following information for the Eve	nt:
Which Recovery Zones is this application for?	
Downtown: Top of Main Street	
Downtown: Market Square	
Downtown: Lower Dock Street	
Downtown: Maryland Avenue	
Eastport: Fourth Street	
Inner West Street: First block of West Street	
West Annapolis: Annapolis Street	
SOFO: Shopping Center	
Other area:	
Applicant shall attach a map or other drawing reflecting all locations in sufficient detail included the number of parking spots impacted.	, routes, and participating establishments/businesses
2. Applicant's Legal Name <u>Fredy Salmoran</u>	
Event Organizer Name (if different than applicant)	
If an entity, Applicant is organized in the State of: Maryland	
If an entity, is Applicant in good standing in the State of Maryland?	Yes No
Address 2134 Forest Drive	
Contact Name <u>Fredy Salmoran</u>	Phone Number 443-822-6019
5. E-mail <u>fredysalmoran@gmail.com</u>	Phone during Special Event 443-822-6019
6 Data(e) Start Date: 4/15/21 if noccible	End Date: Clase of the State of Emergency

7. Start Time 9:30am		End Time				
8. Set-up Time 9:00am	· ····	Breakdown				
 Is Special Event in the Historic ATTENDEES. Anticipated Number of 	Yes Special Event /	No Special Event will be in Ward # 3 Attendees: 25	4			
		business, including each one's type and class of alcoholic				
ADDITIONAL EVENT DETAILS	,					
Mi Lindo Cancun Grill - H(BWL)						

SPECIAL EVENT DETAILS. In response to Paragraphs 11 through 23, set forth all required plans for each question answered "yes". For all items with a * symbol, include plans, diagrams and/or maps with Application. For items with a * symbol, the Applicant may be required to submit an additional application(s) to the Clerk of the Alcoholic Beverages Control Board for approval of sales, service and/or consumption of alcoholic beverages.

11. Are you selling: Dry Goods/Merchandise _Yes <u>x</u> No Food <u>x</u>Yes _No Non-Alcoholic Beverages <u>x</u>Yes _No Alcoholic Beverages^ x_Yes _No 12. Are you serving or consuming: Food xYes _No Non-Alcoholic Beverages _xYes _No Alcoholic Beverages^ _No _xYes 13. Will Special Event require docking or mooring? _Yes <u>x</u>No 14. Will Special Event require electricity? $_{\mathbf{x}}$ No _Yes 15. Will Special Event have amplified music? _Yes $_{X}$ No Type, duration: _ 16. Will Special Event require water service? _Yes χΝο 17. Will Special Event require a temporary structure? * ... _Yes χNο 18. Will Special Event involve cooking? _Yes $_{\mathbf{X}}$ No 19. Will Special Event have fireworks? _Yes $oN_{\mathbf{x}}$ 20. Will Special Event require street or sidewalk closure? * _Yes ×Νο 21. Will Special Event affect access or parking for regular religious services? _Yes $_{\mathbf{x}}$ No

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- 22. Set forth and attach a plan to notify area residents.
- 23. Provide detailed plans for the following:
 - Parking and Transportation, including the need for any City-designation of "Resident Parking Only" spaces/blocks
 as determined in the Special Events Coordinator's discretion. *
 - Security/Special Event management. *
 - Toilet facilities. *
 - Trash and Recycling collection and disposal, including all necessary signs, and provision for an equal number of
 trash and recycling receptacles, placed together, available throughout the entire Special Event, and the collection
 and removal of the same recyclable materials collected by City curbside recycling.*
- 24. INSURANCE/DAMAGES. Unless waived in writing pursuant to Section 14.18.150 of the City Code, as may be amended, this Application shall not be approved and the Special Event shall not be conducted unless and until the Applicant produces written proof of a current insurance policy or rider establishing that the Applicant is currently insured, in the amounts specified in this Paragraph 24 or such other amounts as specified by the City in writing and in a form acceptable to the City, against liability for injuries and damages to persons and property arising from the acts or omissions of the Applicant, and its agents, employees, volunteers, and contractors, that occur in the planning and/or operation of the Special Event. The City and its elected officials, department directors, and other employees and agents shall be named as additional insureds under the policy or rider. This policy or rider shall be submitted to the City's Special Events Coordinator no later than fifteen (15) calendar days prior to the Special Event. The Applicant shall provide insurance coverage that shall be maintained in full force and effect throughout the duration of the Special Event, as follows: Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of the Special Event, but no less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence in the aggregate, using a Combined Single Limit for bodily injury and property damage; Automobile Liability for the use of all vehicles owned and non-owned, operated or hired or rented by the Applicant for the Special Event with a minimum limit of \$1,000,000.00 per person and \$2,000,000.00 per occurrence in the aggregate, using a Combined Single Limit for bodily injury and property damage; and Workers Compensation insurance as required by Maryland law, with limits of at least \$100,000.00 per accident and \$500,000.00 per occupational disease for each employee of the Applicant. For a Special Event using City navigable waters, proof of sufficient insurance coverage for all participating vessels may be required as determined in the sole discretion of the City Harbormaster. Failure to maintain insurance pursuant to this Paragraph, or any absence of insurance as permitted by Section 14.18.150 of the City Code, as may be amended, shall not release or relieve the Applicant and/or any participant from responsibility for injuries or damages to persons or property that arise from the use of, access to, and/or lease of City property pursuant to the approval of this Application and the planning and operation of the Special Event. If the Special Event shall result in damages to, or loss of, City property, in addition to any insurance and/or indemnification, the Applicant shall be responsible for the full cost of repair and/or replacement of that City property within thirty (30) calendar days of invoicing.
- 25. **INDEMNIFICATION**. Regardless of any insurance which may be provided as part of this Application, and pursuant to Section 14.18.130 of the City Code, as may be amended, to the extent permitted by law, the Applicant, for itself and its agents, employees, volunteers, and contractors, shall indemnify, defend and hold harmless the City and its elected officials, department directors, and other employees and agents from all liability for any and all injuries or damages to persons or property that arise from the use of, access to, and/or lease of City property pursuant to the approval of this Application and the planning and operation of the Special Event, and for any attorneys' fees and all other costs incurred in addressing and defending any and all claims, demands, complaints, and lawsuits that seek to impose liability on the City or its elected officials, department directors, and/or other employees and agents in connection therewith.
- 26. **DELINQUENT OBLIGATIONS**. This Application shall not be approved and the Special Event shall not be conducted if the Applicant is delinquent on any City obligation, tax, payment, or other liability.
- 27. SUBMISSION PROCESS. This Application may either be completed electronically and e-mailed to the Special Events Coordinator at Special Events @annapolis.gov or completed as a paper submission and delivered or mailed to the Office of the Mayor, Attn: Special Events Coordinator, 160 Duke of Gloucester Street, Annapolis, MD 21401. The Special Events Coordinator shall review, and exempt, approve with conditions, and/or deny this Application in

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- accordance with <u>Chapter 14.18</u> of the City Code, as may be amended. Any Applicant aggrieved by a denial may appeal the decision in accordance with <u>Section 14.18.090</u> of the City Code, as may be amended.
- 28. **NOTIFICATION OF SPECIAL EVENT**. The Applicant shall be responsible for providing notification of the Special Event in accordance with <u>Section 14.18.120</u> of the City Code, as may be amended.
- 29. CITY COUNCIL. This Application may be subject to review and approval by the City Council.
- 30. **PERMITS/LEASES**. Any Special Events Permit or lease approved pursuant to this Application for the Special Event, and any additional permits or licenses required for the Special Event by the City and any other governmental entity, shall be posted on site at all times during the Special Event at a location which is clearly visible to the general public. Failure to do so may, in the sole discretion of the City, result in suspension or revocation of any permit approval or lease for the Special Event, approval of this Application, and/or the Special Event at any time before or during the Special Event. The issuance of any Special Events Permit or lease approved pursuant to this Application for the Special Event shall not relieve the Applicant from the obligation to obtain any other applicable necessary permits or licenses, as may be required for the Special Event by the City and any other governmental entity.
- 31. **DOCUMENTARY PROOF**. The City reserves the right to require the Applicant to produce documentary proof of any matter relating to this Application and/or the Special Event at any time and in any form, and the Applicant shall submit such requested documentary proof within five (5) calendar days of such request.
- 32. SUSPENSION/REVOCATION. The City may suspend or revoke approval of this Application and/or suspend or cancel the Special Event in accordance with Section 14.18.080 of the City Code, as may be amended. Upon notice of suspension or revocation by the City, pursuant to this Paragraph 32, whether verbally or in writing, the Applicant shall immediately cease and desist all work, activities, actions or proceedings related to this Application or the Special Event, or shall not commence if the Special Event is not already commenced. The City shall have the right, in addition to any other available rights or remedies, to proceed at any time or from time to time to protect and enforce all rights and remedies available to the City, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Application, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations. Any Applicant aggrieved by a suspension or revocation may appeal the decision in accordance with Section 14.18.090 of the City Code, as may be amended. Any violation of Chapter 14.18 of the City Code, as may be amended, shall be subject to fines as established by resolution of the City Council.
- 33. ACKNOWLEDGMENT, REPRESENTATIONS, WARRANTIES. The Applicant acknowledges that the Applicant has read, understands and unconditionally accepts all terms and conditions stated in this Application. If the Applicant is an entity, the Applicant certifies that (a) it is currently licensed or registered to do business in the State of Maryland, (b) that it is in good standing with the State of Maryland, (c) that the individual signing below is legally authorized by the Applicant to sign this Application on its behalf and to legally bind it thereby, (d) that such signature represents the Applicant's acceptance of the terms and conditions of a Special Events Permit which the City issues pursuant to this Application, and (e) that the Applicant guarantees all liabilities and obligations imposed on it pursuant to the approval of this Application and the City's issuance of a Special Events Permit and a lease to City property, as applicable. If the Applicant is an individual, he/she certifies that his/her signature represents his/her acceptance of the terms and conditions of a Special Events Permit which the City issues pursuant to this Application, and that he/she individually and personally guarantees all liabilities and obligations imposed on him/her pursuant to the approval of this Application and the City's issuance of a Special Events Permit and a lease to City property, as applicable.
- 34. LEGALLY BINDING. This Application shall be legally binding and enforceable on the signatories.
- 35. **GOVERNING LAW.** This Application and its interpretation shall be governed by Maryland law. The venue for all actions pursuant to this Application shall be the Courts of Anne Arundel County, Maryland.
- 36. AUTOMATIC TERMINATION. This Application and the Special Events Permit issued in accordance with it shall be immediately terminated upon the expiration or earlier termination of the City State of Emergency for COVID-19.

	almoran	•	03/25	/2021
Signature of Ap	plicant (Individual)		Date	
Name Fredy S	almoran		·	
		• •		
Signature of An	plicant's Legally Authorized Representati	15 /F=494.3	- - -	03/25/2021
		•	Date	
By Name	· · · · · · · · · · · · · · · · · · ·	Title		
	FC.	R CITY USE ONLY		
Reviewed by ap	propriate Department representative.			
City Clerk				
P&Z	P=100.	Public Works		: .
Finance		Recreation & Parks		
Fire		Transportation		
Harbormaster		Other City/Council		
QEM .	<u> </u>			
Office of Law		Health Department		
Police .				
Special Event	Application is hereby:		-	
Referred to	Office of Law for legislation for City Coun	cil Approv	/ed	Disapproved
Referred to Approved w	ith the following modifications:		/ed	Disapproved
Referred to Approved w	ith the following modifications:		ved Her	Disapproved
Referred to Approved w	ith the following modifications:		red	Disapproved
Referred to Approved w	ith the following modifications:		red Her	Disapproved
Referred to Approved w	ith the following modifications: OPPOVED W/ PE	ceiving le	red	Disapproved
Referred to Approved w	ith the following modifications: OPPOVED W/ PE	ceiving le	red Her iance	Disapproved
Referred to Approved w	ith the following modifications: Opproved W/re From proper	y owner ADA compli	red Her	Disapproved
Referred to Approved w	ith the following modifications: Opproved W/re From proper	ceiving le	red	Disapproved
Referred to Approved w	ith the following modifications: Opproved W/re From proper	y owner ADA compli	red Her ance	Disapproved

37. I/We have read the terms and conditions that are incorporated into this application (pages 3-5) and agree to be bound

KECOVEKY DISTRICT	SPECIAL EVENT BUSINESS PROPOS	AL ADDENDUM #	Please complete	e all
information. Attach	a diagram of the proposed layout fo	or outside dining.		
1. Applicant's Legal I	Name <u>Fredy Salmoran</u>			
2. Address <u>213</u>	34 Forest Drive			
3. Address of Event i	f different from #2	· · · · · · · · · · · · · · · · · · ·		
	Fredy Salmoran	, , , , , , , , , , , , , , , , , , ,	<u>443-822-6019</u>	_
5. Email address <u>f</u>	redysalmoran@gmail.com	Alternate Phone	# 443-202-8256	_
6. Enter Federal Tax I	D#36-4825770			
7. Special Event Desc	ription & Details <u>We plan to serve</u>	patrons outside due t	o the covid restrictions	<u> </u>
	o eat outside to mitigate the risks o			
·	w people to eat and drink outside.			
to be for people wait	ing for orders but it will also work a	as a barrier from the p	arking lot to the dining	area
8. Special Event Days				· .
•	<u>Dam</u> End Times			
9. # of Tables reques	ited <u>5</u> Total # of Diner	s <u>10</u>	· · · · · · · · · · · · · · · · · · ·	
10. Liquor License In Class of License Description & Restric BWL	<u>b-2</u> Expiration Date <u>A</u>	pril 30, 2021	· · · · · · · · · · · · · · · · · · ·	
consumption off prei	the plan to manage and monitor C mise during the event. cking ids for any type of alcohol sale			
o-go then we will pu	t it in a sealed togo cup (that the lic	ds has no slot for a stra	<u>iw).</u>	
alcoholic beverages.	the plan to manage and monitor re			
	a sealed container that contains no			•
	of the layout of the area to be cons n of the restaurant.	,		1202 Con

- 14. Attach a current Certificate of Insurance naming the City as additional insured.
- 15. By signing this application, applicant has read the attached State guidelines for Best Practices to Reopen Restaurants and Bars and agrees to comply.

<u>FredySalmoran</u>	 	_Date_	04/03/20	1	•	
Signature of Applicant		٠.				
Fredy Salmoran						•
					•	

Print Name